

01-03-2005

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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12-30-04

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Harris Trust and Savings Bank,
as Agent

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation-State

☒ Other IL banking corporation

Citizenship (see guidelines) _____

Execution Date(s) December 21, 2004

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Release and Reassignment
☒ Other of Trademarks

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: International Brake Industries, Inc.

Internal Address: Suite 255

Street Address: 24800 Denso Drive

City: Southfield

State: MI

Country: USA Zip: 48034

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☐ Corporation Citizenship _____
☐ Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

76/498,457

B. Trademark Registration No.(s)

2,117,416

Additional sheet(s) attached? ☐ Yes ☒ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

International Brake Industries

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Linda R. Kastner

Internal Address: c/o Latham & Watkins
Sears Tower, Suite 5800

Street Address: 233 South Wacker Drive

City: Chicago

State: IL Zip: 60606

Phone Number: 312/876-7628

Fax Number: 312/993-9767

Email Address: Linda.Kastner@LW.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$65.00

- ☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☒ Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Linda R. Kastner
Signature

December 28, 2004

Date

Linda R. Kastner

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 4

01/03/2005 DBYRNE

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Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment/Registration Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

01 FC:8521
02 FC:8522

25.00 DP

01/03/2005 DBYRNE
01 FC:8521
01 FC:8522

TRADEMARK
REEL: 003000 FRAME: 0650

RELEASE AND REASSIGNMENT OF TRADEMARKS

THIS RELEASE AND REASSIGNMENT dated December 21, 2004 by Harris Trust and Savings Bank, as agent as hereinafter described;

WITNESSETH:

WHEREAS, Harris Trust and Savings Bank, an Illinois banking corporation with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, as agent for itself and the banks and other financial institutions entitled to the benefits of the security interests described in the Trademark Collateral Agreement described below (the "*Secured Party*") and INTERNATIONAL BRAKE INDUSTRIES, INC., a Delaware corporation with its mailing address at 24800 Denso Drive, Suite 255, Southfield, Michigan 48034 (the "*Debtor*") are parties to a certain Trademark Collateral Agreement dated April 16, 2003 which was recorded in the United States Patent and Trademark Office on May 15, 2003 at Reel 002732, Frame 0687 (the "*Assignment*"), pursuant to which the Debtor granted a security interest in and collateral assignment of certain trademarks and trademark applications listed on Schedule A attached hereto and certain other property (collectively the "*Trademarks*"); and

WHEREAS, the Debtor has requested that the Secured Party release its security interests in the Trademarks and reassign the same to the Debtor;

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

The Secured Party hereby releases its security interests in and collateral assignment of, and reassigns, grants and conveys to the Debtor, without any representation, warranty, recourse or undertaking by the Secured Party, all of its right, title and interest, if any, in and to:

(i) Each trademark, trademark registration and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark or trademark registration, in each case together with the right to sue for and collect said damages.

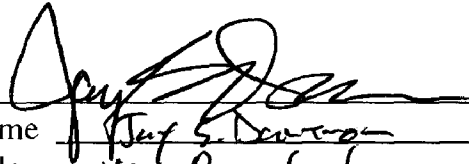
IN WITNESS WHEREOF, the Secured Party has caused this Release and Reassignment to be duly executed by its duly authorized officer as of the day and year first above written.

HARRIS TRUST AND SAVINGS BANK, as Agent

By

Name

Title


Jay S. Deacon
Vice Pres. Int'l

SCHEDULE A

REGISTERED U.S. TRADEMARKS AND PENDING TRADEMARK APPLICATIONS

Registered Trademarks	Registration Number
INTERNATIONAL BRAKE INDUSTRIES	2,117,416
INTERNATIONAL BRAKE INDUSTRIES	76/498,457